

## EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION**

**SHENZHEN ANT HI-TECH,  
INDUSTRIAL CO. LTD.,**

**Plaintiff,**

**v.**

**MEDICAL IMAGING SOLUTIONS  
INTERNATIONAL COMPANY**

**Defendant.**

**Civil Action: 1:15cv1085**

**Judge: LMB/MSN**

**AFFIDAVIT OF DOUG HOLLOWAY ON BEHALF OF DEFENDANT**

Before me, a Notary Public in and for Wayne County of the Michigan, appeared Douglas A. Holloway, who affirmed through oath before me and under penalty of perjury, the following:

1. I am over 18 years old and have personal knowledge of the facts contained herein.
2. I am an officer of Medical Imaging Solutions International Company ("MISI").
3. During calendar years 2011, 2012, and 2013, 0% of MISI's gross sales revenue was from Virginia customers.
4. During calendar year 2014, approximately 0.11% of MISI's gross sales revenue was from Virginia customers.
5. MISI's only meeting with ANT in Virginia occurred in 2012 from October 8, through October 10.
6. MISI's meeting in October, 2012 involved no meetings with Virginia-based clients or Virginia-based potential clients.

7. The January 1, 2012 Sales Operations Agreement was signed by ANT and MISI in China.
8. MISI's meeting in October, 2012 did not involve negotiating terms to sign the January 1, 2012 Sales Operations Agreement, which had already been signed.
9. One of the reasons the October 2012 meeting was held in Dulles, Virginia was because it was a convenient location from which Danish representatives could depart to their home country following meeting with ANT and MISI ownership.
10. As part of its role under the Sales Operations Agreement, MISI acted as a sales agent to ANT in certain foreign markets. Consequently, MISI had established a Syringe Supply Contract with Neovitalis and the October 2012 meeting was designed to introduce everyone to each other to establish a mutually-beneficial, long-term business relationship between ANT, Neovitalis, and MISI that would be performed almost entirely in Denmark. No part of that relationship was to be performed in Virginia or using Virginia contacts.
11. On information and belief, one of the reasons the October 2012 meeting was held in Dulles, Virginia, was to make it easier for Mr. Wang to meet up with his good friend and business partner in another company, Mr. Chen.
12. None of the product ordered from ANT under the January 1, 2012 Sales Operations Agreement was delivered to MISI in Virginia.
13. MISI has had no representatives, employees, contractors, or board members based in Virginia.
14. MISI owns no property in Virginia.

15. MISI's only contact with any ANT "representative" in Virginia was with Molly Chen, a translator for Mr. Wang.
16. MISI never met with Ms. Chen in Virginia. MISI has only met with Ms. Chen in New York and Michigan.
17. Ms. Chen had represented to MISI that she was helping Mr. Wang with translation as a favor to him, since her father, Mr. Chen, was in business with Mr. Wang in another company.
18. ANT has never held out Ms. Chen to MISI as an authorized representative, employee, or agent.
19. MISI first became aware that Ms. Chen was working as an employee of ANTMed, a Virginia corporation that was registered less than two weeks before the Complaint was filed, was in or around March 2015.
20. MISI first came into contact with Ms. Chen through ANT, in 2013.
21. MISI was formed in Michigan on or about April 5, 2011.
22. MISI's registered office is located at 44982 Governor Bradford Street, Plymouth, MI 48170.
23. MISI's corporate office is located at 550 Forest Avenue Suite 16-3 Plymouth, Michigan 48170.
24. I, Doug Holloway, am MISI's current President and CEO. I reside in and operate out of Michigan.
25. Ryan Stonier, who functions as MISI's CFO, resides and works in Michigan.
26. Laura Miner, MISI's customer support representative, resides and works in Michigan.
27. Twina Swale, MISI's outside bookkeeper, resides and works in Michigan.

28. Gordon Leff, CPA, MISI's outside CPA, resides and works in Michigan.

[SIGNATURES ON FOLLOWING PAGE]

Before me, a Notary Public in and for Wayne County of the  
Michigan, appeared Douglas A Holloway who affirmed through  
oath before me and under penalty of perjury, the above statements:

Douglas A. Holloway

Printed Name of Affiant

Douglas A. Holloway

Signature of Affiant

The foregoing was subscribed and sworn before me, a Notary Public for this jurisdiction, on this  
21 day of Sept., 2015.

Deborah J Tarockoff

Notary Public

Notary Registration No. \_\_\_\_\_

My Commission Expires: 01.14.2018

